

Contract Printing

Program: D-2000 O ConAgre Trading Group OPTIMUM® High Oleic High Oil Corn
Date: February 7 2000

Optimum Quality Grains, L.L.C. 2000 MARKETING AGREEMENT FOR OPTIMUM® HIGH OLEIC HIGH OIL CORN Buyer's call

THIS AGREEMENT is made February 7 2000 between [REDACTED] (hereinafter "GROWER") and Optimum Quality Grains, L.L.C. (hereinafter "Optimum"), and relates to the production and delivery of OPTIMUM® High Oleic High Oil Corn grain (hereinafter "OPTIMUM Grain") from certain high oleic high oil hybrid seed corn or TC BLEND® seed corn (hereinafter collectively "Seed"). GROWER and Optimum are experienced and knowledgeable in the cultivation of corn and business transactions involving corn.

1. GENERAL TERMS

a. GROWER shall produce and deliver an "Identity Preserved" crop from Seed purchased from seed companies that are on the 2000 OPTIMUM High Oleic High Oil Corn seed company list (see Attachment A).

b. GROWER shall produce the highest quality grain possible and meet the specifications in Article 3. GROWER shall take all measures to prevent contaminants during growing and handling OPTIMUM Grain, and may not blend with any other type of grain.

c. GROWER agrees to sell and deliver 100% of the contracted production of OPTIMUM Grain to Peavey Company - Council Bluffs (hereinafter "ELEVATOR"). All marketing activities and GROWER payments will be handled by the ELEVATOR or a replacement elevator or grain merchandiser designated by Optimum and shall be subject to a separate grain purchase agreement between GROWER and ELEVATOR.

d. GROWER agrees to plant and grow acres of OPTIMUM Grain. Pricing and GROWER compensation for the OPTIMUM Grain are in Article 4. If GROWER is unable to perform all terms of this Agreement for any reason, GROWER agrees to promptly notify both Optimum (1-888-707-7648) and ELEVATOR.

e. GROWER will purchase

740 Units From Pfister Hybrid Corn Company Seed Company

Seed company name is required for the Agreement to be valid. If GROWER purchases Seed from seed company(s) other than as designated above, whether due to unavailability of seed or GROWER's choice, or is unable to purchase Seed in order to perform this Agreement, GROWER agrees to promptly notify Optimum by calling 1-888-707-7648. Neither Optimum nor any seed company designated above guarantees Seed availability or sale.

f. GROWER is to request and read the specifications and the complete Purchase Agreement and the Limitation of Warranty and Liability associated with all SEEDSeed purchased for use under this Agreement. GROWER agrees to abide by the terms and conditions of the Purchase Agreement.

g. GROWER grants Optimum and/or its appointed agents free and easy access to the fields to inspect, evaluate and monitor the progress and condition of the crop.

n. GROWER agrees not to use any grain storage chemicals - either applied directly to the OPTIMUM Grain or to the storage structure in which the OPTIMUM Grain is to be stored, and GROWER further agrees to certify compliance with this provision.

<http://oscar.itsoptimum.com/ContractPrintBody.asp?id=JN42CESQ&contid=200019203>

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